

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF HUMBOLDT
AND
THE COUNTY OF HUMBOLDT
AS TO THE APPOINTMENT AND OVERSIGHT OF THE CHIEF PROBATION
OFFICER**

This Memorandum of Understanding (“MOU”), entered into as of the effective date set forth below by and between the Superior Court of the State of California, County of Humboldt, hereinafter referred to as “COURT,” and the County of Humboldt, hereinafter referred to as “COUNTY,” is made upon the following considerations:

WHEREAS, the Chief Probation Officer (CPO) is appointed by and may be removed for good cause by the majority of judges of the COURT pursuant to California Government Code section 27770; and

WHEREAS, the Humboldt County Probation Department is a department of the COUNTY, funded by the COUNTY, and subject to COUNTY Policy, COUNTY procedures, and COUNTY Merit System Rules; and

WHEREAS, the COUNTY has not established a merit or civil service system governing the methods of appointment and the tenure for the CPO pursuant to California Government Code 27770, subdivision (b); and

WHEREAS, the CPO is a public safety officer as defined in section 3300 of the California Government Code, and subject to the Public Safety Officers Procedural Bill of Rights Act (POBR).

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto mutually agree as follows:

1. VACANCY

If a vacancy occurs for the position of CPO, the County Board of Supervisors shall have the discretion to appoint an Interim CPO who will be recommended by the CAO in consultation with the Presiding Judge of the adult criminal court. The interim appointment shall be effective for the duration of the recruitment process.

2. RECRUITMENT AND SELECTION OF CPO

The COUNTY shall have the discretion and responsibility of conducting the recruitment for the position of CPO in accordance with Humboldt County Merit System Rules, Rule IV, Section 1. The COURT, however, may request a statewide or nationwide recruitment effort. The cost of recruitment will be paid by the COUNTY. However, if the COURT requests a statewide or nationwide recruitment effort, then all additional costs associated with the

statewide or nationwide recruitment effort shall be paid by the COURT.

The COURT and the COUNTY will cooperate and empanel a selection committee to recruit and select the CPO. The selection committee shall be composed of the following members:

1. The Chair of the Board of Supervisors (BOS), or designated Board member.
2. The Chief Administrative Officer (CAO) of the COUNTY, or designee.
3. A Superior Court Judge, currently presiding in adult criminal court, or designee.
4. A Superior Court Judge, currently presiding in juvenile delinquency court, or designee.
5. An individual not employed with the COURT or the COUNTY, selected jointly by the COURT and the COUNTY.

The selection committee shall have the discretion and responsibility of conducting the preliminary review of prospective candidates for the position of CPO, including the selection of candidates for further review and/or interviews, as well as the final selection of one candidate for the position of CPO to be considered for appointment by the COURT.

The selection committee shall make a recommendation to the body of sitting judges of the COURT. If a majority of the judges approves the recommended candidate, the Court shall forward the recommendation to the Juvenile Justice Commission (JJC) with instructions to nominate the recommended candidate if the JJC determines that the candidate meets the qualifications for the position. If the JJC does not determine that the recommended candidate meets the qualifications for the position, it shall be instructed to contact the COURT to discuss the nomination. If the JJC declines to nominate the recommended candidate, the COURT and the COUNTY shall discuss next steps, including requesting another recommended candidate from the selection committee.

Upon the nomination of the candidate by the JJC, the COURT may appoint the CPO. If the judges are not able to reach a majority, the matter shall be sent back to the selection committee for another recommendation either from the current recruitment or a new recruitment.

Following appointment of a CPO by the COURT, the BOS shall recognize the appointment and observe the administration of the oath of office for the newly appointed CPO. If the BOS is not in agreement with the COURT's appointment, that feedback shall be provided to the COURT through the CAO, however both parties understand that appointment responsibility ultimately falls with the COURT.

3. SALARY

The COUNTY shall be solely and exclusively responsible for establishing the salary and benefits for the position of CPO.

4. EVALUATION OF THE PERFORMANCE OF THE CPO

The COUNTY and the COURT are both vested in the success of the CPO and in the performance of their duties. The Parties agree that the COUNTY, through its CAO, and the COURT, by and through its Presiding Judge, shall communicate regarding concerns the other may have about the CPO's performance and any corrective action to be taken to address the concern. Further, the BOS shall provide a regular written evaluation of the performance of the CPO. Prior to evaluation, the CAO shall consult with the Presiding Judge to receive the Court's input as to the performance of the CPO, said feedback will be provided to the BOS and incorporated into the CAO's proposed evaluation for final approval by the BOS.

5. DUTIES OF CPO

The CPO shall serve as both the adult and juvenile probation officer in the COUNTY and is the Department head for the Humboldt County Probation Department, which is essential to the efficient operation of the adult criminal and juvenile systems in the COUNTY.

The CPO will perform all enumerated administrative functions as required by the COUNTY.

6. INVESTIGATION AND DISCIPLINE OF CPO MISCONDUCT

The COUNTY shall be responsible for receiving complaints alleging misconduct by the CPO. Complaints regarding the CPO shall be referred to the CAO's Office for handling.

The COUNTY shall be responsible for investigating any allegations of misconduct by the CPO in accordance with Humboldt County Merit System Rules and sections 3300 to 3313 of the California Government Code. At the direction of the CAO, the Director of Human Resources, or their designee, will complete an inquiry into the allegations and prepare a report with findings as to the misconduct.

The BOS shall have the authority to impose discipline on the CPO, other than removal, in accordance with Humboldt County Merit System Rules and with the Public Safety Officer Procedural Bill of Rights (POBR). The COUNTY may provide a pre-deprivation conference prior to imposing discipline. The pre-deprivation conference shall be facilitated by the Director of Human Resources, or their designee. The conference shall be recorded and made available, upon request, to the BOS prior to the time in which the BOS shall render a determination regarding discipline.

The BOS may recommend to the Court that the CPO be removed from their appointment. If such a recommendation is made, the COUNTY shall offer the CPO the opportunity to appeal that recommendation pursuant to the appeal process described in the Merit System Rules. After the conclusion of the appeal process, if the recommendation is affirmed, the COUNTY shall refer the matter to the Presiding Judge of the COURT for determination. The recording of the Skelly conference and the determination of any appeal shall also be made available to the COURT upon request. The CPO may be removed as determined by a majority of judges.

Notwithstanding the preceding paragraphs, the Court may remove the CPO without receiving a recommendation to do so from the COUNTY.

7. CONFIDENTIALITY OF INVESTIGATION REPORT

Notwithstanding Rule XI, Section 9 of the Merit System Rules and Government Code section 54963, any records of investigations conducted pursuant to this MOU and held by the COUNTY shall be kept confidential consistent with and pursuant to the provisions of Penal Code sections 832.7 and 832.8. The COUNTY may provide the COURT access to such records of investigations, but the COURT shall not take possession of those records.

8. DISCLAIMER OF STATUTORY ALLOCATION RISK

A. The parties disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code section 895.6. Instead, pursuant to Government Code section 895.4, each party respectively agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, occurring in the performance of this MOU to the full extent required by law. This paragraph sets forth the entire understanding of the parties with respect to any and all risks for negligent acts or omissions that may arise out of the performance of this MOU.

B. SURVIVAL OF DUTIES. The respective duties of the COUNTY and the COURT under this Section will continue in full force and effect after the expiration or termination of this MOU, as to losses occurring during the term of this MOU.

9. TERM

This Agreement shall become effective on the date it is fully executed by the parties, and shall remain in full force and effect until terminated as provided herein.

10. TERMINATION OF MOU

Either Party may terminate this MOU, without cause, upon thirty (30) days advance written notice which states the effective date of the termination; provided, however, that if one party gives notice of its intent to terminate this MOU, both parties shall meet and consult and make endeavors in good faith to resolve any disagreements, and to revise or amend this MOU to avoid the necessity of termination.

11. NOTICES

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Board of Supervisors, Chairperson
825 5th Street, Room 111
Eureka, CA, 95501

Humboldt County Administrative Officer
825 5th Street, Room 112
Eureka, CA, 95501

Humboldt County Human Resources
825 5th Street, Room 100
Eureka, CA, 95501

COURT: Humboldt County Superior Court, Presiding Superior Court Judge
825 5th Street
Eureka, CA 95501

Humboldt County Superior Court, Court Executive Officer
825 5th Street
Eureka, CA 95501

12. AMENDMENT

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the Parties hereto.

13. ENTIRE AGREEMENT

This MOU contains all of the terms and conditions agreed upon by the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

14. COUNTERPART EXECUTION

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

15. AUTHORITY TO EXECUTE

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the effective date written above.

HUMBOLDT COUNTY SUPERIOR COURT:

By: *Gregory J. Kreis* Date: 3/13/23

Name: Gregory J. Kreis
Title: Presiding Judge, Humboldt County Superior Court

COUNTY OF HUMBOLDT:

By: _____ Date:

Steve Madrone
Chair, Humboldt County Board of Supervisors